

AN ORDINANCE OF HOPKINS COUNTY, KENTUCKY, AMENDING THE PERSONNEL ADMINISTRATION POLICIES AND PROCEDURES AS CONTAINED IN ORDINANCE NO. 2000-2 BY ADDING AN ALTERNATE DISPUTE RESOLUTION PROGRAM AS A PART OF THE GRIEVANCE PROCEDURES AND RECLASSIFYING AND CLARIFYING PROBATION AND FULL-TIME EMPLOYMENT TO CLARIFY THE ELIGIBILITY FOR PARTICIPATION IN THE CERS RETIREMENT PLAN.

WHEREAS, the governing body of Hopkins County, the Hopkins County Fiscal Court, desires to amend its Personnel Administration Policies and Procedures as the same are contained in the Hopkins County Administrative Code by adding an Alternate Dispute Resolution Program at the end of the grievance procedures as presently found on Page 23 of said Procedures, and

WHEREAS, the Hopkins County Fiscal Court desires to reclassify and clarify the probation and full-time employment so as to clarify the eligibility for participation in the CERS retirement plan.

BE IT ORDAINED BY THE FISCAL COURT OF HOPKINS COUNTY that the Alternative Dispute Resolution Program shall be added to the grievance procedures and shall be mandatory for all new hires.

Signing of the Alternate Dispute Resolution Program Agreement shall be a requirement for employment.

The Alternate Dispute Resolution Program Agreement shall be as follows:

I agree that before filing suit in any federal, state or administrative court for any claim, dispute, or controversy other than workers' compensation or unemployment insurance, arising out of or relating to my employment with Hopkins County or any elected officials who have adopted this program, I will in good faith participate in a mediation process designed to explore potential solutions to these problems. I recognize that this agreement encompasses my application for employment, termination of employment and all other present, future, and previously unasserted claims arising out of my employment with Hopkins County. I understand that this agreement does not affect my status as an employee-at-will and does not affect my right to bring suit if my employer and I are unable to reach a satisfactory resolution through mediation. However, I also understand that compliance with the terms of this agreement is a prerequisite in obtaining jurisdiction in any federal, state, or administrative court. This agreement applies to state, federal, local

and common law and includes, but is not limited to, Age Discrimination and Employment Act, Title VII of the Civil Rights Act of 1964 as amended, including the amendments of the Civil Rights Act of 1991, the Kentucky Civil Rights Act, at KRS 344, the American's With Disability Act, the Law of Contract, and the Law of Tort.

The rules for mediation as established by the Kentucky Association of County All Lines Fund (KALF) are attached hereto and incorporated herein by reference as if set out in full.

WHEREAS, the governing body of Hopkins County, the Hopkins County Fiscal Court, desires to amend its Personnel Administration Policies and Procedures as the same are contained in the Hopkins County Administrative Code by amending portions of Pages 7, 8 and 15 as follows:

Probation

Each employee hired by the Fiscal Court shall be placed on probation status for a period of ~~six (6)~~ **seven (7)** months. During this period of probation, the employee shall be oriented thoroughly as to the responsibilities of his/her duties. At the end of the ~~six (6)~~ **seven (7)** month period, the employee shall be evaluated by his/her Department Head. The evaluation will measure the employee's job performance, attitude and attendance. Once the evaluation is completed, a recommendation will be made to the Fiscal Court to either place the employee on a full-time status, extended probation status, or terminate. **THIS DOES NOT ALTER THE STATUS OF "AT WILL" EMPLOYMENT.**

1. For the ~~six (6)~~ **seven (7)** months of employment, a temporary employee will not be eligible for any benefits other than ~~pay for time worked~~ **paid holidays**, health benefits and sick days.
2. Upon successful completion of the ~~six (6)~~ **seven (7)** month period, an employee will begin receiving all **additional the** benefits of a full-time employee as these benefits accrue.
3. The **vacation** benefits a new employee would have earned but did not receive during the first ~~six (6)~~ **seven (7)** months of employment will be computed and credited in his/her record upon successful completion of the ~~six (6)~~ **seven (7)** month probationary period.

The Fiscal Court will occasionally hire employees to work on a **temporary seasonal** or part-time basis. Benefits applicable to full-time employment will not be provided. ~~Temporary Seasonal~~ or part-time employees shall receive no ~~other~~ benefits other than ~~wages paid and Worker's~~

~~Compensation coverage~~ those required by federal or state law.

FULL TIME EMPLOYEE CLASSIFICATION AND JOB DESCRIPTION

Each employee, whether full-time, ~~probationary status~~ **seasonal** or temporary shall be required to sign a Job Description Form. The Job Description Form will list the duties the employee is expected to perform, and any other duties that may be assigned by the Department Head. Also, including on the form will be the date the employee started, the department assigned, starting salary either hourly or salary, and a listing of qualifications needed to perform the job. An Employee Classification or Title will also be listed on the Job Description. A signed copy of the Job Description will be kept on file with the County Judge/Executive's office and a copy will be given to the employee. A signed copy will also become a part of the employee's personnel file. All forms required for the personnel file must be completed in the County Treasurer's Office before starting the first day of work.

Signing the Job Description will be a requirement for employment.

Categories of Employment

All employees shall be designated as full-time, part-time, temporary, seasonal or assigned.

1. Full-time employee - An employee who **has completed the seven (7) month probationary period** and works 100 or more hours per month on a regularly scheduled basis.
2. Part-time employee - An employee who works less than 100 hours per month, but on a regularly scheduled basis.
3. ~~Temporary or seasonal~~ employee - An employee who works in a position which is of a temporary nature (full time or part time), and all temporary employees shall be on an emergency basis not to exceed 30 days subject to availability of funds in the budget. **in the process of completing the seven (7) month probationary period required to become a full-time employee.**
4. **Seasonal Employee - An employee (full-time or part-time) who works in a position that is seasonal in nature. Employees classified as seasonal may not work in excess of 1,200 hours in a single 12-month period.**
5. Assigned employee - An employee made available by another agency.

Full-time employees in established positions shall be entitled to all benefits provided by the County. Part-time, temporary, seasonal and assigned employees shall not be entitled to any benefits (except those benefits required by federal or state law) **and those specifically set forth in this policy).**

Retirement

County Employees Retirement System: All employees who qualify (reference CERS guidelines) are required to join the CERS retirement plan. Both employer and employee contribute amounts at the rate determined by CERS. Employees will begin participation in Retirement System upon completion of the probation period unless: ~~the employee is currently in the CERS Retirement System.~~

1. **The employee has previously participated in a Kentucky Retirement Systems retirement program.**
2. **The employee has been employed by the Fiscal Court within the previous 12 months and for at least 2080 hours as a part-time or seasonal employee during the previous 4 year period.**

This Ordinance shall become effective following publication on July 1, 2006.

Upon motion of Magistrate Riggs and seconded by Magistrate Wilson, the ordinance, as first read on the 5th day of May, 2006, was approved. Whereupon the vote was called, and on roll call, the amendment was adopted.

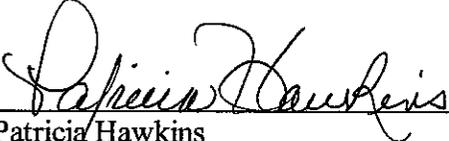
Magistrate Karol Welch	<u>YES</u>
Magistrate Coletta Wheeler	<u>NO</u>
Magistrate Tim Riggs	<u>YES</u>
Magistrate Larry Wilson	<u>YES</u>
Magistrate Larry Rogers	<u>YES</u>
Magistrate Mike Duncan	<u>YES</u>
Magistrate Jon Garrett	<u>YES</u>
Judge Executive Hawkins	<u>YES</u>

Upon second reading of the Ordinance, it was moved by Magistrate Riggs and seconded by Magistrate Duncan that the Ordinance be duly adopted.

Whereupon the vote was called, and on roll call, the vote stood:

Magistrate Karol Welch	<u>Yes</u>
Magistrate Coletta Wheeler	<u>No</u>
Magistrate Tim Riggs	<u>Yes</u>
Magistrate Larry Wilson	<u>Yes</u>
Magistrate Larry Rogers	<u>Yes</u>
Magistrate Mike Duncan	<u>Yes</u>
Magistrate Jon Garrett	<u>Absent</u>
Judge Executive Hawkins	<u>Yes</u>

Whereupon, Hopkins County Judge/Executive Patricia Hawkins declared this ordinance adopted on its second reading, affixing her signature and the date thereto, and declared that the same be recorded.



Patricia Hawkins
Hopkins County Judge/Executive

Attest:


Devra Steckler
Hopkins County Clerk

KENTUCKY ASSOCIATION OF COUNTIES ALL LINES
FUND (KALF)
ALTERNATIVE DISPUTE RESOLUTION PROGRAM

RULES FOR MEDIATION

1. **Definition of Mediation:** Mediation is a process under which an impartial person, the Mediator, facilitates communication between parties to a dispute to promote reconciliation, settlement and understanding among them. The mediator may suggest ways of resolving the dispute.
2. **Agreement of the Parties:** Whenever the parties to a dispute have agreed to mediation under this program, they shall be deemed to have made these rules as amended and in effect as of the date of the submission of the dispute, a part of their agreement to mediate.
3. **Consent to Mediator:** The parties consent to the appointment of the individual named as mediator in their case. The Mediator shall act as an advocate for resolution and shall use his/her best efforts to assist the parties in reaching a mutually acceptable settlement.
4. **Conditions Precedent to Serving as Mediator:** It is presumed that there is no conflict of interest to prevent the mediator from serving. If any party or the mediator knows of a conflict, it should be revealed and considered.
5. **Authority of the Mediator:** The mediator does not have the authority to decide any issue for the parties. But will attempt to facilitate the voluntary resolution of the dispute by the parties. The Mediator is authorized to conduct joint and separate meetings with the parties and to offer suggestions to assist the parties in achieving settlement. If necessary, the Mediator or the parties may also obtain expert advice concerning technical aspects of the dispute if it is deemed by the Mediator and the parties that such technical advice is absolutely necessary to resolution. If such expert advice becomes necessary, it is understood that the parties agree to and assume the expenses if applicable, of obtaining such advice. Arrangements for obtaining such advice shall be made by the Mediator or the parties as the Mediator shall determine.
6. **Commitment to Participate in Good Faith:** For the purpose of this program it is assumed that an attempt has been made by the parties to settle the dispute without success prior to mediation. While no one is asked to settle their case in advance of mediation outside of the above-mentioned initial attempt to settle before mediation, all parties commit to participate in mediation proceedings in good faith with the intention to settle, if at all possible. Additionally, the parties agree to treat each other with respect and courtesy during the mediation process.
7. **Parties Responsible for Negotiating Their Own Settlement:** The Parties understand that the Mediator will not and cannot impose a settlement in their case and agree that they are responsible for negotiating a settlement acceptable to them. The Mediator, as an advocate for settlement, will use every effort to facilitate the negotiation of the parties. The Mediator, Gary L. Moberly &

Associates or the Kentucky Association of Counties All Lines Fund or the Kentucky Association of Counties itself does not warrant or represent that settlement will result from the mediation process.

8. **Authority of Representatives:** Party representatives and/or the parties themselves must have authority to settle and all persons necessary to the decision to settle shall be present at mediation. The names and addresses of each person shall be communicated in writing to the Mediator prior to mediation.
9. **Time and Place of Mediation:** The mediator shall fix the time of each mediation session. The mediation shall be held at a convenient location agreeable to the mediator and the parties, as the Mediator shall determine.
10. **Identification of Matters in Dispute:** Prior to the first scheduled mediation session, each party shall fill out the Request for Mediation form developed for this program by Gary L. Moberly & Associates, Inc. setting forth their interests with regard to the issue(s) at hand that need to be resolved. At or before the first mediation session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue(s) presented. The Mediator may require any party to supplement such information.
11. **Mediation Sessions are Private:** The parties will attend each mediation session. Other persons may attend only with the permission of the parties and with the consent of the Mediator.
12. **Confidentiality:** Confidential information disclosed to the Mediator by the parties or by witnesses in the course of mediation, shall not be divulged by the Mediator. Likewise, both parties and any witnesses brought by parties to mediation agree to maintain confidentiality of all mediation proceedings. All records, reports, or other documents received by a mediator while serving in that capacity shall be confidential. The Mediator shall not be compelled to divulge such records or to testify in regard to mediation in any judicial forum or adversary proceeding subsequent to mediation. Any party that violates this agreement shall pay all fees and expenses of the Mediator and other parties, including reasonable attorney's fees incurred by the mediator or other party in opposing the efforts to compel testimony or records of the Mediator. The parties shall maintain the confidentiality of the mediation process and shall not rely upon, nor introduce as evidence in any arbitral, judicial, or other proceeding: a) views expressed or suggestions made by another party with respect to a possible settlement of the dispute; b) admissions made by another party in the course of the mediation proceedings; c) proposals made or views expressed by the Mediator; or d) the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the Mediator.
13. **No record:** It is understood by all parties that it is the policy of Gary L. Moberly & Associates, Inc. to routinely destroy any handwritten notes, if any, which are made by the mediator in the course of mediation. It is also understood that the only permanent record that may be made regarding the mediation process is any settlement agreement that may be reached and signed by the parties and/or a mediation outcome form forwarded by the mediator to the Kentucky Association of Counties All Lines Fund containing only the name of the case, whether the parties were represented by counsel, whether the case was settled or whether

mediation was terminated, and if settled, the nature of the settlement. Electronic recordings of any mediation proceeding are strictly prohibited.

14. **Termination of Mediation:** The mediation shall be terminated: a) by the execution of a settlement agreement by the parties; b) by declaration of the Mediator to the effect that further efforts at mediation are no longer worthwhile; or c) after the completion of one full mediation session, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated.
15. **Exclusion of Liability:** It is understood and agreed that the Mediator is not a necessary or proper party in any subsequent judicial proceedings that may occur relating to the issue(s) being mediated. Neither the Mediator, Gary L. Moberly & Associates, Inc., the Kentucky Association of Counties All Lines Fund or the Kentucky Association of Counties itself shall be liable to any party for any act or omission in connection with any mediation conducted under these rules.
16. **Interpretation and Application of Rules:** The Mediator, for the purposes of the Kentucky Association of Counties All Lines Fund Alternative Dispute Resolution Program and the specific mediation session(s) at hand shall have sole authority to interpret and apply these rules.
17. **Fees for Mediation and Expenses:** The Mediator's fees and expenses shall be paid by the Kentucky Association of Counties All Lines Fund. Any expenses of witnesses for either party to the dispute shall be paid by the party producing such witness. Any other costs associated with mediation incurred at the direct request of either party, shall be borne by the party requesting that such costs be incurred.